

United Talmudical Academy

82 Lee Ave.
Brooklyn NY 11211
718-963-9260

October 6, 2006

Federal Communication Commission
Office of the Secretary
445 12th Street SW
Room TW-A325
Washington, DC 20554

REQUEST FOR REVIEW
FCC Docket No 96-45 and CC Docket No. 02-6

Applicant Name: UNITED TALMUDICAL ACADEMY
Billed Entity Number: 200788
Form 471 Application Number: 483460
Funding Request Numbers: 1339786, 1339789

We hereby appeal and seek review of the "Administrator's Decision on Appeal" dated August 17, 2006 denying funding for the above application.

Reason for denial:

FCC rules require that a contract for the products/services be signed and dated by both parties prior to the filing of the Form 471. This requirement was not met.

Attached please see copies of the submitted contracts signed by both parties. the signature line contain Printed Names & Signatures from Shiya Dresdner representing our School, and from Mr. Ben Eisenberg representing the Service Provider;

We also attach a letter from the service provider certifying that Mr. Ben Eisenberg was authorized to sign our Contract with Birns.

Accordingly please reverse the Administrators decision.

Sincerely,

Shiya Dresdner
United Talmudical Academy
82 Lee Ave
Brooklyn, NY 11211
718-963-9260 x 1241
shiya@utaw.org



BIRNS

BEN #200788
471 # 483460
FRN # 1339786
ATT # 1

ACCESS SERVICE AGREEMENT and SERVICE ORDER

Company	United Talmudical Acdm.	Birns AE	Ben Eisenberg	Birns Partner	
Contact	Shiya Dresdner	Billing Contact		Tech Contact	
Phone	718.963.9260	Phone	212.352.7333	Phone	
Fax	718.963.9776	Fax	212.645.0094	Fax	
Pager		Pager		Pager	
Email		Email	be@bims.net	Email	
Install Address	82 Lee Ave. Brooklyn, NY 11211		Billing Address	Same	
PO <input type="checkbox"/>	#	Check <input type="checkbox"/>	Visa <input type="checkbox"/>	MC <input type="checkbox"/>	#
			Exp. /		

Birns Services

Access Services ¹	Account Details	Set-Up Fee ²	Monthly Charge
SDSL- INTERNET ACCESS	1.5 Mg -	\$400.00	\$489.00

Hardware and Software^{3,4}

Item #	Description	Mfr. Part #	Price	Qty	Extend Price
1	SDSL Modem		\$	1	\$

Service Requested By: July 1, '05

Technical Information

Domain Name		New	Modify <input type="checkbox"/>	Transfer <input type="checkbox"/>	Delete <input type="checkbox"/>
Login Name		POP Mail <input type="checkbox"/>	SMTP Mail <input type="checkbox"/>	copy current records <input type="checkbox"/>	
IP Addresses	0 <input type="checkbox"/> 1 <input type="checkbox"/> 8 <input type="checkbox"/> 16 <input type="checkbox"/> 32 <input type="checkbox"/> 64 <input type="checkbox"/> 128 <input type="checkbox"/> 256 <input type="checkbox"/> Other <input type="checkbox"/>				

Please read the attached Terms and Conditions. By signing this document, customer agrees to be bound by the Terms and Conditions set forth herein.

Signature: *[Signature]* Ben Eisenberg
 Printed Name: Shiya Dresdner
 Title:
 Date: 2/12/05

Service Providers Signature

Customers Sign.

Both signed the same Day

(Fiber optic lines) order by Birns on behalf of Customer in connection with the Service(s) will not be deemed a breach of Birns obligations under this Agreement.
¹Set-up includes installation fees and associated set-up and configuration of customer premise equipment.
²BIRNS is acting only as a reseller of the hardware and software offered under this Agreement, which was manufactured by a third party ("Manufacturer"). Birns shall not be responsible for any changes in Services(s) that cause hardware or software to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of equipment either sold or provided by BIRNS to Customer or purchased directly by Customer in connection with the Service(s) will not be deemed a breach of BIRNS's obligations under this Agreement. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by BIRNS to Customer through any hardware or software and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Prices do not include the cost of shipping and handling of equipment.
³Shift Into Overdrive includes the free use by Customer of equipment for the Term Commitment and any renewal thereof. Upon termination of this Agreement for any reason, Customer shall return the equipment to BIRNS within thirty (30) days of any such termination. If the equipment is not returned within such thirty (30)-day period, Customer shall pay Birns 75% of the retail value of the equipment.
⁴Domain Name Registration Fee: 75\$ (includes registration fee paid to Internic for first two years of registration. Internic will charge additional fees for each additional year of registration).

**BIRNS**

BEN # 200100
 471 # 483460
 FRN # 1339789
 ATT # 2

ACCESS SERVICE AGREEMENT and SERVICE ORDER

Company	United Talmudical Acdm.	Birns AE	Ben Eisenberg	Birns Partner	
Contact	Shiya Dresdner	Billing Contact		Tech Contact	
Phone	718.963.9260	Phone	212.352.7333	Phone	
Fax	718.963.9776	Fax	212.645.0094	Fax	
Pager		Pager		Pager	
Email		Email	be@birns.net	Email	
Install Address	82 Lee Ave. Brooklyn, NY 11211		Billing Address	Same	
PO <input type="checkbox"/>	#	Check <input type="checkbox"/>	Visa <input type="checkbox"/>	MC <input type="checkbox"/>	#
			Exp. /		

Birns Services

Access Services ¹	Account Details	Set-Up Fee ²	Monthly Charge
T-1 INTERNET ACCESS	1.5 Mg	\$2,500.00	\$700.00
5 Dial-Up Accounts		\$0	\$0

Hardware and Software^{3,4}

Item #	Description	Mfr. Part #	Price	Qty	Extend Price
1	Eastern Research Span-net 2510 CSU/DSU		Included	1	\$0

Service Requested by:

July 1, '05

Technical Information

Domain Name		New <input type="checkbox"/>	Modify <input type="checkbox"/>	Transfer <input type="checkbox"/>	Delete <input type="checkbox"/>
Login Name		POP Mail <input type="checkbox"/>	SMTP Mail <input type="checkbox"/>	copy current records <input type="checkbox"/>	
IP Addresses	0 <input type="checkbox"/> 1 <input type="checkbox"/> 8 <input type="checkbox"/> 16 <input type="checkbox"/> 32 <input type="checkbox"/> 64 <input type="checkbox"/> 128 <input type="checkbox"/> 256 <input type="checkbox"/> Other <input type="checkbox"/>				

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Signature

Printed Name

Title

Date

Service Providers Signature

Customers Sign.

Both signed the same Day

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BIRNS TELECOMMUNICATIONS SYSTEMS INC. / 233 WEST 17TH STREET, NEW YORK, NY 10011 / TEL: (212) 807-6000 FAX: (212) 645-0094

BIRNS TELECOMMUNICATIONS SYSTEMS INC. / 233 WEST 17TH STREET, NEW YORK, NY 10011 / TEL: 212.807.6000 FAX: 212.645.0094

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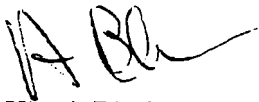
January 30, 2006

United Talmudic Academy
82 Lee Avenue
Brooklyn NY 11211

Dear Mr. Drezner

This to confirm that Mr. Ben Eisenberg was the authorized party of Birns
Telecommunications Inc. to sign the contract dated February 17, 2005.

Sincerely,



Hirsch Birnbaum
VP Sales